

1 BILL NO. S-85-07-16

2 SPECIAL ORDINANCE NO. S-

144-85

3 AN ORDINANCE approving Civil City
4 Purchase Order Number #A-40692 with
5 3M Company, for the Street Engineering
6 Department of the City of Fort Wayne,
7 Indiana.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

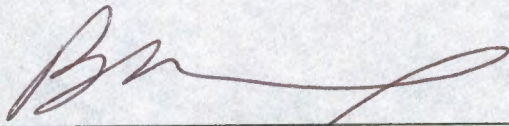
10 SECTION 1. That Civil City Purchase Order #A-40692,
11 between the City of Fort Wayne, by and through the Civil City
12 Purchasing Agent, and the Department of Purchasing with 3M Com-
13 pany, respectfully for:

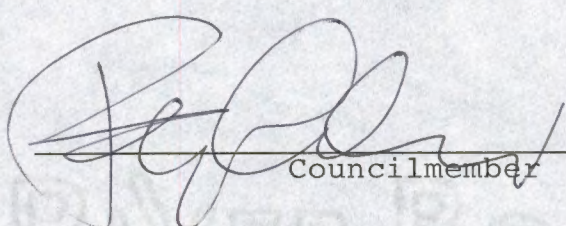
14 the purchase of pavement striping
15 material for the Street Engineering
16 Department per the specifications
17 in Bid Reference #1206;

18 involving a total cost of Seventeen Thousand Five Hundred Eighty-
19 Six and 36/100 Dollars (\$17,586.36.), all as more particularly
20 set forth in said Purchase Order, which is on file in the Office
21 of the Department of Purchasing, and is by reference incorporated
22 herein, made a part hereof, and is hereby in all things ratified,
23 confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage, and any and all necessary
26 approval by the Mayor.

27 APPROVED AS TO FORM
28 AND LEGALITY

29 
30 Bruce O. Boxberger, City Attorney
31
32


Councilmember

Read the first time in full and on motion by Gus Ruth, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 7-23-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gus Ruth, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	<u>✓</u>	_____

DATE: 8-13-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-144-85 on the 13th day of August, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of August, 1985, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of August, 1985, at the hour of 12:30 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

APPROVED BY THE
STATE BOARD OF
ACCOUNTS FOR
CITY UTILITIES AND
CIVIL CITY OF
FORT WAYNE 1980

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

A- 40692
07/17/85
21

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

STREET ENGINEERING DEPARTMENT 690
ONE MAIN STREET, ROOM 740
FORT WAYNE, IN 46802

3M TRAFFIC PRODUCTS 7370-01
8430 HI-VU DRIVE
INDIANAPOLIS, IN 46227

DELIVER TO: DEPART-
MENT OR DIVISION

TRAFFIC ENGINEERING SIGN SHOP
1710 S. LAFAYETTE ST., FT. WAYNE, IN 46803

DATE
REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

XX CIVIL CITY

CITY UTILITIES

APPROPRIATION
AND FUND NUMBER

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
6500 FT.		6" WHITE REFLECTORIZED PRESSURE SENSITIVE COLD PLASTIC STRIPING IN 360' ROLLS	1.08	7020.00
4550 FT.		6" YELLOW REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL IN 360' ROLLS	1.08	4914.00
3000 FT.		4" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL IN 360' ROLLS	.72	2160.00
700 FT.		24" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL	4.32	3024.00
2	EA	LEFT ARROWS	77.33	154.76
2	EA	WORD LEGENDS "ONLY"	156.80	313.60
NOTE: THIS MATERIAL IS TO BE APPLIED ON NEW ASPHALT SO IT IS ASSUMED NO PRIMER REQUIRED.				
PER BID REF. #1206 SUBJECT TO COUNCILMANIC APPROVAL: ORDINANCE NO: DATE: RESOLUTION NO: 6025-85				
FOR INFORMATION CONTACT PURCHASING 219/427-1101			TOTAL:	17586.36

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDI-
CATED THE PRICES SHOWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
ETC. NECESSARY TO COM-
PLETE DELIVERY TO DES-
TINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.
INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION KINDLY RETURN
IT WITH AN EXPLANA-
TION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY
UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-
FORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

CITY CONTROLLER

PER

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHO-
RIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

DIRECTOR OF PURCHASES

PER

BID REFERENCE #1206
 STRIPING MATERIAL
 STREET ENGINEERING DEPT.
 OPEN: JULY 9, 1985 at 10:00 a.m.

	6" WHITE	6" YELLOW	4" WHITE	24" WHITE	ARROWS	"ONLY"
3M COMPANY	\$1.08/\$7020.00	\$1.08/\$4914.00	\$.72/\$2160.00	\$4.32/\$3024.00	\$77.38/\$154.76	\$156.80/\$313.60
REDLAND PRISMO (60)	\$1.25/\$8125.00	\$1.25/\$5687.50	\$.80/\$2400.00	\$5.04/\$3528.00	\$69.05/\$138.10	\$129.00/\$258.00
" (90)	\$1.33/\$8645.00	\$1.33/\$6051.50	\$1.00/\$3000.00	\$5.95/\$4165.00	\$80.85/\$161.70	\$152.75/\$305.50
3 RIVERS BARRICADE	\$1.28/\$8320.00	\$1.28/\$5824.00	\$.85/\$2550.00	\$5.12/\$3584.00	\$81.62/\$162.28	\$165.28/\$330.76

TOTAL BIDS

3M Company: \$17,586.36

Redland Prismo: \$20,136.60;\$22,328.70

3 Rivers Barricade: \$20,772.00

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET ENGINEERING DEPARTMENT
ONE MAIN STREET

Address FORT WAYNE, INDIANA 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JULY 9, 1985 AT 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 44608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 2

Ref. No. 1206

Date June 14, 1985

Date wanted 7/9/85

Fund
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		WHITE AND YELLOW REFLECTORIZED PRESSURE SENSITIVE COLD PLASTIC STRIPING MATERIAL PER THE ATTACHED SPECIFICATIONS. VENDOR MAY BID EITHER SIXTY (60) OR NINETY (90) MIL.		
		SEE PAGE 18 OF 25 FOR BID PRICES.		
		AFFIRMATIVE ACTION: ON FILE _____ ATTACHED _____		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☒ NO ☐ YES NO
See instruction item No. 18 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 21 days from receipt of order

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

THREE RIVERS BARRICADE EQUIP.
Name of Company
Per Thomas H. Taylor Title PRESIDENT
Address 3330 TAYLOR ST

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, a.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

AS FOLLOWS:

19 as follows:

Date

Board-Commissioner Dept. of Purchasing, etc.

Board-Commissioner Dept. of Purchasing, etc.

Rejected

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five Percent of the total bid. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

DEPARTMENT OF PURCHASES
ROOM 940, ONE MAIN STREET
FORT WAYNE, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of

Not Required -

The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of NA per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

CAROL OFFERLE (219) 427-1101

DIRECTOR OF PURCHASING

WALT STOUT (219) 427-1172

DIRECTOR OF TRAFF. ENG.

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

Scope

- 1.1 The pavement marking material shall be a 60 mil retroreflective pliant polymer film. The preformed marking shall consist of white or yellow pigmented plastic films with reflective glass spheres uniformly distributed throughout its cross sectional area and with a reflective layer of beads bonded to the top surface. This material shall be capable of being affixed to non-bleeding bituminous or portland cement concrete pavements.

MATERIAL CHARACTERISTICS

- 2.1 White film material shall be pure white, free from dirt or tint. The color of the white film shall be defined as follows: As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

<u>Scale</u>	<u>Definition</u>	<u>Magnesium Oxide Standardized</u>	<u>Sample</u>
R _d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

- 2.2 The yellow film material shall visual match to color No. 33538 of Federal Standard 595.
- 2.3 Composition - The preformed plastic marking materials shall consist of the following components with minimum composition by weight as shown:

Resins & Plasticizers	20%
Pigments	30%
Graded Glass Beads	18%

PHYSICAL REQUIREMENTS

- 3.1 Tensile Strength - The film shall have a minimum tensile strength of 40 pounds per square inch of cross section when tested according to ASTM D 638. A sample 6" x 1" shall be tested at a temperature between 70° F and 80° F using a jaw speed of 0.25 inches per minute. The film shall have a minimum elongation of 15% at break.
- 3.2 Abrasion Resistance - The plastic marker shall have a maximum loss in weight of 0.25 grams in 1000 revolutions when abraded according to Federal Test Method Standard No. 141a (Method 6192), using CS-10 calibrate wheels with a 500 gram load on each wheel.
- 3.3 Plastic Pull Test - A test specimen made the same size as in paragraph 3.1 shall support a dead weight of four pounds for not less than five minutes at a temperature between 70° and 80° F.

- 3.4 Glass Beads - The glass beads shall be colorless, clean and transparent, free from milkiness. The beads shall have an index of refraction of 1.50 to 1.60 when tested using the liquid oil immersion method.
- 3.5 Glass Bead Retention - When tested with a 2" x 6" sample bent over a 1/2" diameter mandrel with the 2" dimension perpendicular to the mandrel axis, microscopic examination of the area on the mandrel shall show no more than 10% of the beads are entrapped in the binder less than 40% of the surface of the bead.

CONSTRUCTION

- 4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or laneline shall be offset four inches from a longitudinal joint.
- 4.2 Surface Preparation - The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.
- 4.3 Existing Pavement Markings - The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct.

Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.
- 4.4 Application for Overlaying Markings on Surfaces - The pavement surface shall be primed with a binder material of either Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 manufactured by 3M Corporation, Perma-Seal and Sealcrete manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the plastic material. This material shall be furnished and installed as part of the bid price for the plastic material.

If a light hand roller is not available, run a pickup truck or automobile tire over the material at a speed of 10 mph. Do not reverse directions or turn the wheel or roller while on the plastic.

The minimum pavement temperature is 65° F or above.
- 4.5 Application Inlay for New Asphaltic Surfaces - The tape is applied while the pavement is still warm and is pressed into the surface with conventional pavement roller. The plastic material and adhesives used in such applications shall be of the type that water used on roller to prevent asphalt pick up shall not be harmful to the successful application of the plastic. The minimum pavement temperature is 120° F.

5.1 Reflectorized Plastic Pavement Marking material in quantities less than the following amounts may be accepted by Type "C" Certification.

1. 1500 lineal feet of 4" material
2. 1000 lineal feet of 5" material
3. 1000 lineal feet of 6" material
4. 300 lineal feet of 24" material
5. 20 each - pavement marking arrows
6. 40 each - pavement marking letters

Quantities in excess of the above shall require Type "B" Certification.

5.2 Each package shall be clearly and adequately marked to indicate the color of the material, specific symbol or work message, the process batch number or other similar manufacturer's identification, the manufacturer's name, address of the plant and the date of manufacture.

ADDITIONAL SPECIAL PROVISIONS FOR 90 MIL
PREFORMED PLASTIC MARKING MATERIAL

SCOPE

- 1.1 The reflectorized plastic pavement marking material shall consist of a homogenous, preformed, thermoplastic material of thickness, as specified elsewhere herein, and specified width, which shall contain reflective glass spheres uniformly distributed throughout the entire cross section and shall be capable of being affixed to bituminous or cement concrete pavements by means of a precoated adhesive and pressure as herein specified.

MATERIAL CHARACTERISTICS

- 2.1 White thermoplastic material shall be pure white free from dirt or tint. The color of the white thermoplastic shall be defined as follows: As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

<u>Scale</u>	<u>Definition</u>	<u>Magnesium Oxide Standardized</u>	<u>Sample</u>
R _d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

- 2.2 The yellow thermoplastic material shall be initially yellow equal to standard color chips using Federal test method standard 141 method 4252.
- 2.3 Plastic shall be supplied complete with a precoated adhesive and easily removable backing shall protect the adhesive in storage and facilitate rapid application.
- 2.4 The plastic marker shall mold itself to pavement contours, breaks, faults, etc., merely by traffic action at normal pavement temperatures. The plastic marker shall have resealing characteristics such that it will fuse with itself and with previously applied markings of the same composition under normal conditions of use.
- 2.5 The adhesive shall allow the preform plastic material to be repositioned on the pavement surface to which it is applied before permanently fixing it in its final position with a downward pressure.
- 2.6 The reflectorized plastic marker material shall consist of:

	<u>(Comparison by Total Weight)</u>	
	<u>Maximum</u>	<u>Minimum</u>
Plastics & Pasticizers	46%	40%
Pigments	42%	38%
Graded Glass Spheres	20%	14%

Pigments shall include titanium dioxide for white plastic and medium chrome yellow for yellow plastic. This titanium dioxide shall be at least 20% of the total pigment in white plastic. The yellow plastic shall have a minimum of 18% pigment as medium chrome yellow. The graded glass spheres shall be colorless, clean and transparent, free from milkiness. The spheres when tested by the liquid immersion method at 25 C., shall show an index of refraction within the range of 1.50 to 1.60. A minimum of 85% of the glass spheres shall be retained on a 140 mesh U.S. Standard Screen, and a minimum of 95% of the glass spheres shall pass the No. 40 U.S. Standard Screen when tested in accordance with ASTM Method of Test D-1214, "Method of Test for Sieve Analysis of Glass Spheres".

PHYSICAL REQUIREMENTS

- 3.1 Strength: The plastic shall require between 10-25 lbs to break. The elongation shall be no greater than 50% at break. The specimens for this test shall be Type I, prepared in accordance to the methods described in ASTM Designation D-638. One inch squares of carborundum extra coarse emery cloth or its equivalent, may be applied at each end of the test specimens to prevent the plastic adhesive from adhering to the test equipment. The break resistance shall be based on an average of at least three samples, and the rate of pull of the test shall be 0.25 of an inch per minute. This test shall be conducted at a temperature of 70° - 80° F.
- 3.2 Abrasion Resistance: The plastic marker shall have a maximum loss in weight of 0.25 grams in 1000 resolutions when abraded according to Federal Test Method Standard No. 141a (Method 6192), using CS-10 calibrate wheels with a 500 gram load on each wheel.
- 3.3 Bend Test: The plastic shall be of such a structure that at a temperature of 80°, a piece 3" x 6" (with paper backing) placed upon a 1" diameter mandrel, may be bent over the mandrel until the end faces area parallel and 1" apart. There shall be no fracture lines apparent in the uppermost surface by visual inspection.
- 3.4 Lateral Shock Load Test: A 3" x 6" plastic panel shall be applied to a 3" x 6" piece of carborundum extra coarse emery cloth, or its equivalent, so that 3" x 3" overlap occurs. The application shall be such that a pressure of 50 p.s.i. is placed on the panel for 30 seconds. The overlap ends shall be clamped and with one end in a fixed position, a sudden load of 50 lbs. shall be applied vertically to the other end. Upon immediate load release and examination, there shall be no noticeable slipping or fracture of the adhesive coating. This test shall be conducted at 70° - 80° F.
- 3.5 Adhesive Stability Test: The pre-coated adhesive backing shall be pressure sensitive and shall remain stable with controlled degree of flexibility and flow. The same specimen as described in the "Lateral Shock Load Test" shall withstand a static load of 4 lbs., for a period of 30 minutes, similar to the description of the testing in ASTM Designation D-816, Method "B". The slippage between the plastic panel and the emery cloth shall not exceed 1". This test shall be conducted at 70° - 80° F.

- 3.6 Adhesive Shear Strength: Specimens shall be tested according to the method described in ASTM Designation D-638 as modified to test the adhesive shear strength. The samples shall be prepared as follows: Plastic samples cut to dimensions of 1" x 6" shall have applied to the adhesive face a 1" x 3" piece of carborundum extra coarse emery cloth, or its equivalent, so that there is a 1 sq. in. overlap at one end of the plastic specimens. A pressure of 50 p.s.i. shall be applied over this area for a period of 30 seconds. Load is applied by gripping each end of the test piece in a suitable tensile test machine such as a Dillon or Scott Tester. The average of the load required to break the adhesive bond shall not be less than 10 lbs. The speed of testing shall be conducted at a temperature of 70° - 80° F.

CONSTRUCTION

- 4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or laneline shall be offset four inches from a longitudinal joint.
- 4.2 Surface Preparation: The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.
- 4.3 Existing Pavement Markings: The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct. Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.
- 4.4 As supplied, the plastic without precoated adhesive shall not be less than 0.090" in thickness. The edge shall be clear cut and true.
- 4.5 Application for Overlaying Markings on Surfaces: The pavement surface shall be primed with a binder material of either Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 as manufactured by 3M Corporation, Perma-Seal and Sealcrete as manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the thermoplastic material. This material shall be furnished and installed as a part of the bid price for the thermoplastic material.
- Plastic materials shall be applied on clean, dry pavement surfaces, free of dirt and foreign matter, simply by removing the release paper and placing the plastic in place. The pavement temperature shall be 60° F or over. If a light hand roller is not available, run a pickup truck or automobile tire over the material at a speed of 10 mph. Do not reverse directions or turn the wheel or roller while on the plastic.

- 4.6 Application Inlay for New Asphaltic Surfaces: The plastic shall be capable of being applied to new asphaltic pavement immediately prior to the final rolling of new surface and of being rolled into place with conventional pavement and highway rollers. The plastic material and adhesives used in such application shall be of the type that water used on roller to prevent asphalt pickup shall not be harmful to the successful application of the plastic. The pavement temperature shall be at least 120° F.

CERTIFICATION AND PACKAGING

- 5.1 Reflectorized Plastic Pavement Marking material in quantities less than the following amounts may be accepted by Type "C" Certification

1. 1500 lineal feet of 4" material
2. 1000 lineal feet of 5" material
3. 1000 lineal feet of 6" material
4. 300 lineal feet of 24" material
5. 20 each - pavement marking arrows
6. 40 each - pavement marking letters

Quantities in excess of the above shall require Type "B" Certification.

- 5.2 Each package shall be clearly and adequately marked to indicate the color of the material, specific symbol or work message, the process batch number or other similar manufacturer's identification, the manufacturer's name, address of the plant and the date of manufacture.

QUANTITY DESCRIPTION

PRICE/EXTENSION

6500 FT.	6" WHITE REFLECTORIZED PRESSURE SENSITIVE COLD PLASTIC STRIPING MATERIAL 60 OR 90 MIL.	<u>\$ 1.28 / 8320.00</u>
4550 FT.	6" YELLOW REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>1.28 / 5824.00</u>
3000 FT.	4" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>.85 / 2550.00</u>
700 FT.	24" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>5.12 / 3584.00</u>
2 EA	LEFT ARROWS	<u>81.62 / 163.24</u>
2 EA	WORD LEGENDS "ONLY"	<u>165.28 / 330.76</u>

* TERMS: NET 30, No Further Discount.TOTAL: \$ 20,772.00

NOTE: THIS MATERIAL IS TO BE APPLIED ON NEW ASPHALT SO IT IS ASSUMED NO PRIMER IS REQUIRED.

THE QUANTITIES LISTED ABOVE ARE MINIMUM AMOUNTS TO BE ORDERED DURING THE CONTRACT PERIOD. ADDITIONAL QUANTITIES MAY BE ORDERED DURING THE TERM OF THE AGREEMENT.

THE TERM OF THE AGREEMENT SHALL BE FOR ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL. BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE VENDOR, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO THE EXPIRATION DATE. THE CONTRACT MAY ONLY BE EXTENDED UNDER THE SAME CONDITIONS AND AT THE SAME PRICES GOVERNING THE ORIGINAL CONTRACT.

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning 's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

(a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;

(b) One member shall be a member of the Common Council of the City of Fort Wayne;

(c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;

(d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and

(e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

(a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1206
BID DATE: 9 July 85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits _____ percent (_____ %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

Name of FirmType of Work

- 1.
- 2.
- 3.
- 4.

Submitted on: 9 July, 1985

By THREE RIVERS BARRICADE
(Company Name)

Dennis Hyslop, Pres.
(Name & Title of Person Authorized to sign)

Business Address:

3330 TAYLOR STFT WAYNE, Ind

Phone Number:

436-1611

Page _____ of _____

Reference No. 1206NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such ~~sale~~ or contract.

Dennis C. Spink

Bidder or Agent

For THREE RIVERS BARRICADE EQUIP CO.

Firm or Corporation

Subscribed and sworn to before me this 9th day of July, 1985

My Commission Expires

April 19, 1987

Martha L. Enright

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE PERCENT OF BID

_____ Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

_____ Dollars on _____ Bank of _____

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

Marcia Steffen

BIDDER
AND
PRINCIPAL

SURETY

THREE RIVERS BARRICADE EQUIPMENT CO.
Name of Bidder—Print or Type

By *Thomas Shipkirk*
Signature of Person Authorized to Sign

Title *PRESIDENT*

3330 TAYLOR ST
Street Name and Number

FT WAYNE, IN 46804
City, State and Zip Code

Date *9 JULY 85*

SEE COVER LETTER

FIDELITY & DEPOSIT COMPANY

Name of Company—Print or Type

Incorporated In the State of: *INDIANA*

Address *P. O. Box 10510, Fort Wayne, IN 46852*

By *Thomas Shipkirk*

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Dunwiddie, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Oscar C. Mitson, et al, dated, June 1, 1982.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of July, A.D. 1984...



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By

CM Pecot Jr
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE
} ss:

On this 26th day of July, A.D. 1984, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written



Carol J. Fader
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 9th day of July, 1985

[Signature]
Assistant Secretary

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET ENGINEERING DEPARTMENT
ONE MAIN STREET

Address FORT WAYNE, INDIANA 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JULY 9, 1985 AT 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1111. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		WHITE AND YELLOW REFLECTORIZED PRESSURE SENSITIVE COLD PLASTIC STRIPING MATERIAL PER THE ATTACHED SPECIFICATIONS. VENDOR MAY BID EITHER SIXTY (60) OR NINETY (90) MIL.		
		AFFIRMATIVE ACTION: ON FILE <u> </u> ATTACHED <u>X</u>		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☒ NO ☐ YES NO
 Payment Terms: NET 30 See instruction item No. 11 on reverse side hereof.
 Terms % cash discount if paid within days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Redland Prismo Corporation

Per Name of Company Title Vice President
300 Lanidex Plaza Marketing
 Address

DP2B-88-11 07054

7/2/85

Page 1 of 2

Ref. No. 1206

Date June 14, 1985

Date wanted 7/9/85

Fund
Appropriation No.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance as final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2816-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:

Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19____ as follows:

Board-Commissioner Dept. of Purchasing, etc.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five Percent of the total bid. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

DEPARTMENT OF PURCHASES
ROOM 940, ONE MAIN STREET
FORT WAYNE, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of Not Required.

The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, its officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of NA per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

CAROL OFFERLE (219) 427-1101

DIRECTOR OF PURCHASING

WALT STOUT (219) 427-1172

DIRECTOR OF TRAFF. ENG.

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

ADDITIONAL SPECIAL PROVISIONS FOR 60 MIL
PREFORMED PLASTIC MARKING MATERIAL

Scope

- 1.1 The pavement marking material shall be a 60 mil retroreflective pliant polymer film. The preformed marking shall consist of white or yellow pigmented plastic films with reflective glass spheres uniformly distributed throughout its cross sectional area and with a reflective layer of beads bonded to the top surface. This material shall be capable of being affixed to non-bleeding bituminous or portland cement concrete pavements.

MATERIAL CHARACTERISTICS

- 2.1 White film material shall be pure white, free from dirt or tint. The color of the white film shall be defined as follows: As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

<u>Scale</u>	<u>Definition</u>	<u>Magnesium Oxide Standardized</u>	<u>Sample</u>
R _d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

- 2.2 The yellow film material shall visual match to color No. 33538 of Federal Standard 595.

- 2.3 Composition - The preformed plastic marking materials shall consist of the following components with minimum composition by weight as shown:

Resins & Plasticizers	20%
Pigments	30%
Graded Glass Beads	18%

PHYSICAL REQUIREMENTS

- 3.1 Tensile Strength - The film shall have a minimum tensile strength of 40 pounds per square inch of cross section when tested according to ASTM D 638. A sample 6" x 1" shall be tested at a temperature between 70° F and 80° F using a jaw speed of 0.25 inches per minute. The film shall have a minimum elongation of 15% at break.
- 3.2 Abrasion Resistance - The plastic marker shall have a maximum loss in weight of 0.25 grams in 1000 revolutions when abraded according to Federal Test Method Standard No. 141a (Method 6192), using CS-10 calibrate wheels with a 500 gram load on each wheel.
- 3.3 Plastic Pull Test - A test specimen made the same size as in paragraph 3.1 shall support a dead weight of four pounds for not less than five minutes at a temperature between 70° and 80° F.

- 3.4 Glass Beads - The glass beads shall be colorless, clean and transparent, free from milkiness. The beads shall have an index of refraction of 1.50 to 1.60 when tested using the liquid oil immersion method.
- 3.5 Glass Bead Retention - When tested with a 2" x 6" sample bent over a 1/2" diameter mandrel with the 2" dimension perpendicular to the mandrel axis, microscopic examination of the area on the mandrel shall show no more than 10% of the beads are entrapped in the binder less than 40% of the surface of the bead.

CONSTRUCTION

- 4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or laneline shall be offset four inches from a longitudinal joint.
- 4.2 Surface Preparation - The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.
- 4.3 Existing Pavement Markings - The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct.

Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.
- 4.4 Application for Overlaying Markings on Surfaces - The pavement surface shall be primed with a binder material of either Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 manufactured by 3M Corporation, Perma-Seal and Sealcrete manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the plastic material. This material shall be furnished and installed as part of the bid price for the plastic material.

If a light hand roller is not available, run a pickup truck or automobile tire over the material at a speed of 10 mph. Do not reverse directions or turn the wheel or roller while on the plastic.

The minimum pavement temperature is 65° F or above.
- 4.5 Application Inlay for New Asphaltic Surfaces - The tape is applied while the pavement is still warm and is pressed into the surface with conventional pavement roller. The plastic material and adhesives used in such applications shall be of the type that water used on roller to prevent asphalt pick up shall not be harmful to the successful application of the plastic. The minimum pavement temperature is 120° F.

5.1 Reflectorized Plastic Pavement Marking material in quantities less than the following amounts may be accepted by Type "C" Certification.

1. 1500 lineal feet of 4" material
2. 1000 lineal feet of 5" material
3. 1000 lineal feet of 6" material
4. 300 lineal feet of 24" material
5. 20 each - pavement marking arrows
6. 40 each - pavement marking letters

Quantities in excess of the above shall require Type "B" Certification.

5.2 Each package shall be clearly and adequately marked to indicate the color of the material, specific symbol or work message, the process batch number or other similar manufacturer's identification, the manufacturer's name, address of the plant and the date of manufacture.

ADDITIONAL SPECIAL PROVISIONS FOR 90 MIL
PREFORMED PLASTIC MARKING MATERIAL

SCOPE

- 1.1 The reflectorized plastic pavement marking material shall consist of a homogenous, preformed, thermoplastic material of thickness, as specified elsewhere herein, and specified width, which shall contain reflective glass spheres uniformly distributed throughout the entire cross section and shall be capable of being affixed to bituminous or cement concrete pavements by means of a precoated adhesive and pressure as herein specified.

MATERIAL CHARACTERISTICS

- 2.1 White thermoplastic material shall be pure white free from dirt or tint. The color of the white thermoplastic shall be defined as follows: As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

<u>Scale</u>	<u>Definition</u>	<u>Magnesium Oxide Standardized</u>	<u>Sample</u>
R _d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

- 2.2 The yellow thermoplastic material shall be initially yellow equal to standard color chips using Federal test method standard 141 method 4252.
- 2.3 Plastic shall be supplied complete with a precoated adhesive and easily removable backing shall protect the adhesive in storage and facilitate rapid application.
- 2.4 The plastic marker shall mold itself to pavement contours, breaks, faults, etc., merely by traffic action at normal pavement temperatures. The plastic marker shall have resealing characteristics such that it will fuse with itself and with previously applied markings of the same composition under normal conditions of use.
- 2.5 The adhesive shall allow the preform plastic material to be repositioned on the pavement surface to which it is applied before permanently fixing it in its final position with a downward pressure.
- 2.6 The reflectorized plastic marker material shall consist of:

	<u>(Comparison by Total Weight)</u>	
	<u>Maximum</u>	<u>Minimum</u>
Plastics & Pasticizers	46%	40%
Pigments	42%	38%
Graded Glass Spheres	20%	14%

Pigments shall include titanium dioxide for white plastic and medium chrome yellow for yellow plastic. This titanium dioxide shall be at least 20% of the total pigment in white plastic. The yellow plastic shall have a minimum of 18% pigment as medium chrome yellow. The graded glass spheres shall be colorless, clean and transparent, free from milkiness. The spheres when tested by the liquid immersion method at 25 C., shall show an index of refraction within the range of 1.50 to 1.60. A minimum of 85% of the glass spheres shall be retained on a 140 mesh U.S. Standard Screen, and a minimum of 95% of the glass spheres shall pass the No. 40 U.S. Standard Screen when tested in accordance with ASTM Method of Test D-1214, "Method of Test for Sieve Analysis of Glass Spheres".

PHYSICAL REQUIREMENTS

- 3.1 Strength: The plastic shall require between 10-25 lbs to break. The elongation shall be no greater than 50% at break. The specimens for this test shall be Type I, prepared in accordance to the methods described in ASTM Designation D-638. One inch squares of carborundum extra coarse emery cloth or its equivalent, may be applied at each end of the test specimens to prevent the plastic adhesive from adhering to the test equipment. The break resistance shall be based on an average of at least three samples, and the rate of pull of the test shall be 0.25 of an inch per minute. This test shall be conducted at a temperature of 70° - 80° F.
- 3.2 Abrasion Resistance: The plastic marker shall have a maximum loss in weight of 0.25 grams in 1000 resolutions when abraded according to Federal Test Method Standard No. 141a (Method 6192), using CS-10 calibrate wheels with a 500 gram load on each wheel.
- 3.3 Bend Test: The plastic shall be of such a structure that at a temperature of 80°, a piece 3" x 6" (with paper backing) placed upon a 1" diameter mandrel, may be bent over the mandrel until the end faces area parallel and 1" apart. There shall be no fracture lines apparent in the uppermost surface by visual inspection.
- 3.4 Lateral Shock Load Test: A 3" x 6" plastic panel shall be applied to a 3" x 6" piece of carborundum extra coarse emery cloth, or its equivalent, so that 3" x 3" overlap occurs. The application shall be such that a pressure of 50 p.s.i. is placed on the panel for 30 seconds. The overlap ends shall be clamped and with one end in a fixed position, a sudden load of 50 lbs. shall be applied vertically to the other end. Upon immediate load release and examination, there shall be no noticeable slipping or fracture of the adhesive coating. This test shall be conducted at 70° - 80° F.
- 3.5 Adhesive Stability Test: The pre-coated adhesive backing shall be pressure sensitive and shall remain stable with controlled degree of flexibility and flow. The same specimen as described in the "Lateral Shock Load Test" shall withstand a static load of 4 lbs., for a period of 30 minutes, similar to the description of the testing in ASTM Designation D-816, Method "B". The slippage between the plastic panel and the emery cloth shall not exceed 1". This test shall be conducted at 70° - 80° F.

- 3.6 Adhesive Shear Strength: Specimens shall be tested according to the method described in ASTM Designation D-638 as modified to test the adhesive shear strength. The samples shall be prepared as follows: Plastic samples cut to dimensions of 1" x 6" shall have applied to the adhesive face a 1" x 3" piece of carborundum extra coarse emery cloth, or its equivalent, so that there is a 1 sq. in. overlap at one end of the plastic specimens. A pressure of 50 p.s.i. shall be applied over this area for a period of 30 seconds. Load is applied by gripping each end of the test piece in a suitable tensile test machine such as a Dillon or Scott Tester. The average of the load required to break the adhesive bond shall not be less than 10 lbs. The speed of testing shall be conducted at a temperature of 70° - 80° F.

CONSTRUCTION

- 4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or laneline shall be offset four inches from a longitudinal joint.
- 4.2 Surface Preparation: The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.
- 4.3 Existing Pavement Markings: The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct. Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.
- 4.4 As supplied, the plastic without precoated adhesive shall not be less than 0.090" in thickness. The edge shall be clear cut and true.
- 4.5 Application for Overlaying Markings on Surfaces: The pavement surface shall be primed with a binder material of either Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 as manufactured by 3M Corporation, Perma-Seal and Sealcrete as manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the thermoplastic material. This material shall be furnished and installed as a part of the bid price for the thermoplastic material.
- Plastic materials shall be applied on clean, dry pavement surfaces, free of dirt and foreign matter, simply by removing the release paper and placing the plastic in place. The pavement temperature shall be 60° F or over. If a light hand roller is not available, run a pickup truck or automobile tire over the material at a speed of 10 mph. Do not reverse directions or turn the wheel or roller while on the plastic.

- 4.6 Application Inlay for New Asphaltic Surfaces: The plastic shall be capable of being applied to new asphaltic pavement immediately prior to the final rolling of new surface and of being rolled into place with conventional pavement and highway rollers. The plastic material and adhesives used in such application shall be of the type that water used on roller to prevent asphalt pickup shall not be harmful to the successful application of the plastic. The pavement temperature shall be at least 120° F.

CERTIFICATION AND PACKAGING

- 5.1 Reflectorized Plastic Pavement Marking material in quantities less than the following amounts may be accepted by Type "C" Certification

1. 1500 lineal feet of 4" material
2. 1000 lineal feet of 5" material
3. 1000 lineal feet of 6" material
4. 300 lineal feet of 24" material
5. 20 each - pavement marking arrows
6. 40 each - pavement marking letters

Quantities in excess of the above shall require Type "B" Certification.

- 5.2 Each package shall be clearly and adequately marked to indicate the color of the material, specific symbol or work message, the process batch number or other similar manufacturer's identification, the manufacturer's name, address of the plant and the date of manufacture.

QUANTITY DESCRIPTION

PRICE/EXTENSION

REDLAND PRISMO PLASTIX HR 60		
6500 FT.	6" WHITE REFLECTORIZED PRESSURE SENSITIVE COLD PLASTIC STRIPING MATERIAL 60 OR 90 MIL.	<u>\$1.25/ln. / \$ 8,125.00</u> ft.
4550 FT.	6" YELLOW REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>1.25/ln. / 5,687.50</u> ft.
3000 FT.	4" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>.80/ln. / 2,400.00</u> ft.
700 FT.	24" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>5.04/ln. / 3,528.00</u> ft.
2 EA	LEFT ARROWS	<u>69.05 / 138.10</u>
2 EA	WORD LEGENDS "ONLY"	<u>129.00 / 258.00</u>
TOTAL: \$		<u>20,136.60</u>

NOTE: THIS MATERIAL IS TO BE APPLIED ON NEW ASPHALT SO IT IS ASSUMED NO PRIMER IS REQUIRED.

THE QUANTITIES LISTED ABOVE ARE MINIMUM AMOUNTS TO BE ORDERED DURING THE CONTRACT PERIOD. ADDITIONAL QUANTITIES MAY BE ORDERED DURING THE TERM OF THE AGREEMENT.

THE TERM OF THE AGREEMENT SHALL BE FOR ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL. BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE VENDOR, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO THE EXPIRATION DATE. THE CONTRACT MAY ONLY BE EXTENDED UNDER THE SAME CONDITIONS AND AT THE SAME PRICES GOVERNING THE ORIGINAL CONTRACT.

QUANTITY DESCRIPTION

PRICE/EXTENSION

REDLAND PRISMO PLASTIX HR 90

6500 FT.	6" WHITE REFLECTORIZED PRESSURE SENSITIVE COLD PLASTIC STRIPING MATERIAL 60 OR 90 MIL.	<u>\$1.33/Ln.Ft. / \$ 8,645.00</u>
4550 FT.	6" YELLOW REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>1.33/Ln.Ft. / 6,051.50</u>
3000 FT.	4" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>1.00/Ln.Ft. / 3,000.00</u>
700 FT.	24" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL.	<u>5.95 / 4,165.00</u>
2 EA	LEFT ARROWS	<u>80.85 / 161.70</u>
2 EA	WORD LEGENDS "ONLY"	<u>152.75 / 305.50</u>
TOTAL: \$		<u>22,328.70</u>

NOTE: THIS MATERIAL IS TO BE APPLIED ON NEW ASPHALT SO IT IS ASSUMED NO PRIMER IS REQUIRED.

THE QUANTITIES LISTED ABOVE ARE MINIMUM AMOUNTS TO BE ORDERED DURING THE CONTRACT PERIOD. ADDITIONAL QUANTITIES MAY BE ORDERED DURING THE TERM OF THE AGREEMENT.

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TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning 's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1206
BID DATE: _____

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits _____ percent (____ %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

Name of FirmType of Work

1.

2.

3.

4.

Submitted on: _____, 1984

By _____
(Company Name)

(Name & Title of Person Authorized
to sign)

Business Address: _____

Phone Number: _____

Form DP ■

Page _____ of _____

Reference No. 1206NON-COLLUSION AFFIDAVIT

New Jersey
 STATE OF ~~INDIANA~~
 Morris } SS:
 ----- COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such ~~sale~~ or contract.

[Signature]

 Bidder or Agent

For Redland Prismo Corporation

 Firm or Corporation

Subscribed and sworn to before me this 3rd day of July, 1985

My Commission Expires

NANCY MULLER

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Aug. 3, 1989

[Signature]

 Nancy Muller

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of 5% of total bid

_____ Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

_____ Dollars
on _____ Bank

of _____
is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

John McLain

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Redland Prismo Corporation

By *[Signature]*
Name of Bidder—Print or Type

Signature of Person Authorized to Sign

Title Assistant Secretary

300 Lanidex Plaza

Street: Name and Number

Parsippany, NJ 07054

City, State and Zip Code

Date June 26, 1985

SEE COVER LETTER

HARTFORD ACCIDENT & INDEMNITY CO.

Name of Company — Print or Type

Incorporated
In the State of: CONNECTICUT

P.O. BOX 1000

Address: ROCKAWAY, NEW JERSEY 07054

By *Laura J. Reynolds*
LAURA J. REYNOLDS, ATTORNEY-IN-FACT

Witnessed by:

Jennifer K. Turnbull

SURETY

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Hartford, Connecticut

130829

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

RICHARD G. LEGGE, LAUREL H. STONE, WILLIAM G. DALY and LAURA J. REYNOLDS
of NEW VERNON, NEW JERSEY

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted by and under authority of the following provisions:

(1) By-Laws adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

(2) Excerpt from the Minutes of a meeting of the Board of Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY duly called and held on the 11th day of June, 1976:

RESOLVED: Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, shall each have as long as he holds such office the same power as any Vice-President under Sections 6, 7 and 8 of Article IV of the By-Laws of the Company.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 6th day of August, 1976.

RESOLVED, That, whereas Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, acting with any Secretary or Assistant Secretary, each have the power and authority, as long as he holds such office, to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact;

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of April, 1983.

Attest:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Mary Scharf

Mary Scharf, Secretary

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.



Robert N. H. Sener

Robert N. H. Sener
Assistant Vice-President

On this 1st day of April, A.D. 1983, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Gloria Mazotas

Gloria Mazotas, Notary Public
My Commission Expires March 31, 1988

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 26TH day of JUNE 19 85



David A. Johnson
David A. Johnson
Assistant Secretary

M E M O R A N D U M

Redland Prismo

300 Landex Plaza • Parsippany, N.J. 07054
Telephone: (201) 264-0300

TO

All Managers and Supervisors

DATE

January 3, 1984

FROM

Emmit F. McGovern

SUBJECT

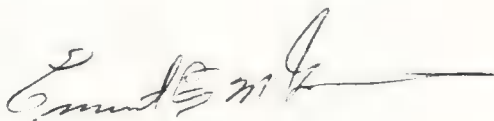
Attached EEO Statements

Attached you will find the following EEO Statements which should be posted on a bulletin board in an area conspicuous for all employees to see:

Company EEO Policy Statement
EEO Affirmative Action Program
Certificate of Nonsegregated Facilities
Recruitment/Advertising Policy

We encourage present employees to refer applicants of all races, male or female, for employment with Redland Prismo Corporation to increase our Affirmative Action Program.

Sincerely,



Emmit F. McGovern
Corporate EEO Officer

EFM/mwh

M E M O R A N D U M

Redland Prismo

300 Landex Plaza • Parsippany, N.J. 07054

Telephone: (201) 804-0000

TO: All Managers and Supervisors

DATE: January 3, 1984

FROM: Emmitt F. McGovern

SUBJECT: EEO Affirmative Action Program

This company is morally and legally committed to non-discrimination and affirmative action in employment. Any person who applies for a job with this company will not be discriminated against because of race, color, religion, national origin, ancestry, sex, age or handicap.

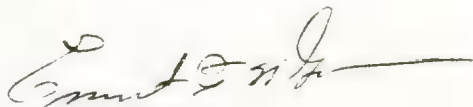
Very often, yours is the responsibility for filling job vacancies. When recruiting for employees, be mindful of the fact that this company has already contacted recruitment sources that are likely to result in a substantial number of minority and/or female applicants.

Whenever the occasion arises and we need to advertise in the newspaper for recruiting and you are responsible for placing the advertisement, please request that the words "Equal Opportunity Employer" appear at the bottom of the ads in publications having a wide circulation in minority communities.

It is the duty of each supervisor and administrative staff member to exert every care and effort in assuring implementation of this company's Affirmative Action Program.

If you have any questions, please contact me.

Sincerely,



Emmitt F. McGovern
Corporate EEO Officer

EFM/mwh

MEMORANDUM

Redland Prismo

100 Lantex Plaza Parsippany, N.J. 07054
Telephone: (201) 384-0000

All Managers and Supervisors

January 3, 1984

FROM: Emmitt F. McGovern

FROM

SUBJECT: Certification of Nonsegregated Facilities

SUBJECT

Redland Prismo Corporation certifies that all facilities are furnished on a non segregated basis. These facilities include waiting rooms, work are, rest rooms, eating areas, parking lots, or any facilities furnished for our employees or to the public.

Sincerely



EMMIT F. MCGOVERN
Corporate EEO Officer

EFM/mwh

M E M O R A N D U M

Redland Prismo

200 Landfax Plaza • Parsippany, N.J. 07054

Telephone: (201) 264-0000

TO: All Managers and Supervisors

DATE: January 3, 1984

FROM: Emmitt F. McGovern

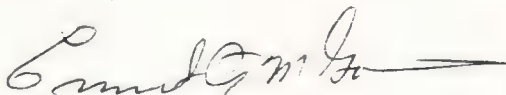
SUBJECT: Recruitment - Advertising Policy

Redland Prismo Corporation places employment advertisements in all major newspapers throughout the areas from which we are recruiting. We inform all recruitment sources that any and all qualified minority and female applicants will be given equal consideration for any position open with our company.

It is our policy to assure that applicants are employed and employees are treated equally during employment without regard to their race, religion, sex, color, age, national origin, ancestry or handicap.

All recruitment advertisements placed by us include the words "Equal Opportunity Employer" at the bottom of the advertisement.

Sincerely,



EMMIT F. McGOVERN
Corporate EEO Officer

M E M O R A N D U M

Redland Prismo

300 London Plaza • Parsippany, N.J. 07054
Telephone: (201) 384-0300

TO: All Supervisory and
Administrative Personnel

DATE

January 3, 1984

FROM

Emmit F. McGovern


SUBJECT

Equal Employment Opportunity

Attached hereto and a part hereof is our Written Statement of Company Policy with respect to equal employment opportunity.

It now becomes part of your responsibility with the Company to implement this policy in every way, especially with respect to taking affirmative action as stated in the policy. Accordingly, you are hereby directed to:

1. Post such notices as are prescribed by the Federal or State Laws, City ordinances and resolutions, and the rules and regulations adopted thereunder together with the applicable orders of the governmental agencies or officers established thereunder.
2. Encourage employment of minority group employees for work in trades where they are not frequently represents.
3. Encourage minority group candidates for apprenticeship classes when scheduled.



Emmit F. McGovern
Company EEO Officer

M E M O R A N D U M

Redland Prismo

300 Lantox Plaza • Parsippany, N. J. 07054
Telephone: (908) 834-0300

TO: All Managers and Supervisors

DATE: January 3, 1984

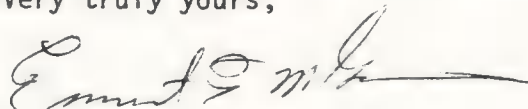
FROM: Emmitt F. McGovern

SUBJECT: Grievance Procedure

All employees and all applicants for employment shall be informed of all the following avenues for redress of any grievances concerning race, religion, color, sex, national origin, ancestry, age, handicaps or disadvantages and no retaliatory action whatsoever shall be taken against any individual who utilizes these avenues of redress:

1. Any person who believes he or she has been illegally discriminated against must first take the matter to the immediate supervisor.
2. If a satisfactory solution is not reached, the matter may then be taken to the next and subsequent levels of supervision.
3. Each supervisor handling a grievance is to make a written report to the Corporate EEO Officer who will review each case.

Very truly yours,



Emmitt F. McGovern
Corporate EEO Officer

EFM/mwh

STATEMENT OF POLICY

Redland Prismo Corporation is an Equal Employment Opportunity Employer.

Redland Prismo will continue to recruit, hire, train, and promote persons in all job titles, without regard to race, color, religion, sex, national origin, age, ancestry or handicap.

Redland Prismo will continue to base decisions on employment so as to further the principles of equal employment opportunity.

The company will continue to insure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

Redland Prismo will continue to insure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social and recreation programs will be administered without regard to race, color, religion, sex, national origin, age, ancestry or handicap.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this Certificate, the word "Company" shall mean Redland Prismo Corporation. As used in this Certificate, the word "Contract" shall mean either "contract", "order", or "subcontract". The word "Contractor" shall mean either "contractor", "seller", or "subcontractor".

1. COMPLIANCE REPORTS:

The contractor certifies that he is in compliance with the rules and regulations on Equal Opportunity set forth in 41 Code of Federal Regulations Part 60-1, and has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance of the United States Department of Labor, the appropriate Government agency or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

2. NON-DISCRIMINATION:

During the performance of any contract placed with you by any unit of Company, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, creed, color or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In any event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of the paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor become involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. AFFIRMATIVE ACTION PROGRAM:

Contractor's attention is directed to Section 60-1.40 of Title 41 of the Code of Federal Regulations, relating to affirmative action compliance programs, and applying to each sub-contractor with a sub-contract of \$50,000 or more and 50 or more employees. Contractor certifies that he had developed and has on file at each of his establishments a written affirmative action compliance program, as called for in Section 60-1.40 of and pursuant to Part 60-2 of Title 41 of the Code of Federal Regulations.

4. CERTIFICATION OF NONSEGREGATED FACILITIES:

The contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The bidder, offeror, applicant, or sub-contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause of any contract with it by any unit of Company. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. It further agrees that (except where it has obtained identical certifications from proposed sub-contractors for specific time periods) it will obtain identical certifications from proposed sub-contractors prior to the award of sub-contractors exceeding \$10,000 which are not exempt from the provisions of Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed sub-contractors (except where the proposed sub-contractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUB-CONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES:

A Certificate of Nonsegregated Facilities, as required by the May 9, 1967, order of Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each sub-contract or for all sub-contracts during a period

(i.e., quarterly, semi-annually, or annually). (1968 MAR.) (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

5. EMPLOYMENT OF THE HANDICAPPED:

The Affirmative Action Clause found in Title 41, Section 741.4 of the Code of Federal Regulations shall be deemed to be included in every federal contract or subcontract between Company and the Contractor. Therefore, unless exempt under the terms of Title 41, Section 60-741.3, the Contractor certifies that it will take affirmative action to employ and advance the employment of any qualified handicapped individual. The Contractor further certifies that it will obtain identical certification from subcontractors where such certification would be required by Part 60-741.

6. EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM-ERA:

The Affirmative Action Clause found in Title 41, Section 60-250.4 of the Code of Federal Regulations shall be deemed to be included in every federal contract or subcontract between Company and the Contractor. Therefore, unless exempt under the terms of Title 41, Section 60-250.3, the Contractor certifies that it will take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam-war and list all suitable employment openings with appropriate local employment services offices. The Contractor agrees to and certifies that it will obtain identical certification from subcontractors where required by such provisions.

These certifications are effective from the date found hereinafter until March 31 of the following year.

AGREED TO AND CERTIFIED BY:

Authorized Signature

Date

Title of Authorized Representative

Seller/Company Name

Seller/Company Address

CONSIDERATION OF MINORITIES AND
FEMALES NOT CURRENTLY IN THE WORKFORCE

1. Redland Prismo Corporation will give as much consideration as possible concerning those minorities and females not currently in the workforce who have requisite skills who can be recruited by affirmative action measures.
2. All persons involved with recruitment shall be advised periodically of the need for wording advertisements in a manner which will gain the attention and interest of those minorities and females who possess requisite skills but are not currently in the workforce. All advertisements will include the phrase "An Equal Opportunity Employer - Male/Female".
3. The company will consult with minority and female employees to determine what suggestions those in the workforce may have that might prove to aid in attracting minorities and females who are not currently in the workforce.
4. The company will consult with local Employment Security and other Department of Labor representatives to seek recommendations.
5. The company will consult with minority and female organizations to solicit their aid in recruiting minorities and females not currently in the workforce.

DISSEMINATION OF POLICY

A. Internal Procedures

The Company policy of equal employment opportunity will be disseminated internally as follows:

1. Inclusion in policy manual.
2. Permanent poster notices.
3. Meetings with executive, management and supervisory personnel, to explain intent of policy and individual responsibility for effective implementation, making clear the President's attitude.
4. Special meetings with all other employees to discuss policy and explain individual employee responsibilities.
5. Discussion of the policy thoroughly in employee orientation.
6. Meetings with applicable union officials to inform them of policy and to request their cooperation.
7. Inclusion of non-discrimination clauses in all union agreements and review of all contractual provisions to insure that they are non-discriminatory.
8. Posting of policy on bulletin boards.
9. If employees are featured in product or consumer advertising, employee handbooks or similar publications, both minority and non-minority men and women will be pictured.
10. Communication to employees the existence of the affirmative action program and making such elements of the program as will enable such employees to know of and avail themselves of its benefits.

B. External Procedures

The Company policy of equal employment opportunity will be disseminated externally as follows:

1. Informing all recruitment sources verbally and in writing of company policy, stipulating that these sources actively recruit and refer minorities and women for all positions listed.

2. Incorporating the equal opportunity clause in all purchase orders, leases, contracts, etc. covered by Executive Order 11246 as amended and its implementing regulations.
3. Notifying minority and women's organizations, community agencies, community leaders, secondary schools, and colleges of company policy.
4. Communicating to prospective employees the existence of the company's affirmative action program and making available such elements of the program as will enable such prospective employees to know of and to avail themselves of its benefits.
5. If employees are pictured in consumer or help wanted advertising, both minorities and non-minority men and women will be shown.
6. Written notification of company policy to all subcontractors, vendors, and suppliers requesting appropriate action on their part.

RESPONSIBILITY FOR IMPLEMENTATION

The Vice President - Administration has been appointed Corporate Equal Employment Opportunity Officer. Responsibilities include the following:

- I. Developing EEO policy, affirmative action programs, and internal and external communication techniques.
- II. Assisting in the identification of problem areas.
- III. Assisting line managers in arriving at solutions to problems.
- IV. Designing and implementing audit and reporting systems that will:
 - A. Measure effectiveness of Prismo's Programs.
 - B. Indicate need for remedial action.
 - C. Determine the degree to which goals and objectives have been obtained.
- V. Serving as liaison between the company and enforcement agencies.
- VI. Serving as liaison with minority organizations, women's organizations and community action groups concerned with employment opportunities of minorities and women.
- VII. Keeping management informed of the latest developments in the entire equal opportunity area.
- VIII. Performing a periodic audit to ensure that each location is in compliance in areas such as the following:
 - A. Display of posters.
 - B. All facilities are in fact desegregated, both in policy and in practice.
 - C. Minority and female employees are afforded a full opportunity and are encouraged to participate in all company - sponsored educational training, recreational and social activities.
 - D. All supervisors understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results as well as other criteria.
 - E. There is no harassment of employees placed through affirmative action efforts.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division STREET ENGINEERING DEPARTMENT
ONE MAIN STREET

Address FORT WAYNE, INDIANA 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JULY 9, 1985 AT 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 2

Ref. No. 1206

Date June 14, 1985

Date wanted 7/9/85

Fund
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		WHITE AND YELLOW REFLECTORIZED PRESSURE SENSITIVE COLD PLASTIC STRIPING MATERIAL PER THE ATTACHED SPECIFICATIONS. VENDOR MAY BID EITHER SIXTY (60) OR NINETY (90) MIL.		
		AFFIRMATIVE ACTION: ON FILE _____ ATTACHED <u>X</u>		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☒ NO ☐ YES NO
 See instruction item No. 11 on reverse side hereof.

Terms 0 % cash discount if paid within 30 days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 20-40 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

3M COMPANY

Name of Company

For J. J. Noves Title Admin. of Govt Bids & Contract
 Address 3M Center, Bldg 223-3N

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2816-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

AS FURNISHED BY THE CITY OF FORT WAYNE, IND.

DATE 19__

Date

Accepted Board-Commissioner Dept. of Purchasing, etc.

Rejected Board-Commissioner Dept. of Purchasing, etc.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five Percent of the total bid. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

DEPARTMENT OF PURCHASES
ROOM 940, ONE MAIN STREET
FORT WAYNE, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of Not Required.

The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of NA per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

CAROL OFFERLE (219) 427-1101

DIRECTOR OF PURCHASING

WALT STOUT (219) 427-1172

DIRECTOR OF TRAFF. ENG.

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

Scope

- 1.1 The pavement marking material shall be a 60 mil retroreflective pliant polymer film. The preformed marking shall consist of white or yellow pigmented plastic films with reflective glass spheres uniformly distributed throughout its cross sectional area and with a reflective layer of beads bonded to the top surface. This material shall be capable of being affixed to non-bleeding bituminous or portland cement concrete pavements.

MATERIAL CHARACTERISTICS

- 2.1 White film material shall be pure white, free from dirt or tint. The color of the white film shall be defined as follows: As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

<u>Scale</u>	<u>Definition</u>	<u>Magnesium Oxide Standardized</u>	<u>Sample</u>
R _d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

- 2.2 The yellow film material shall visual match to color No. 33538 of Federal Standard 595.

- 2.3 Composition - The preformed plastic marking materials shall consist of the following components with minimum composition by weight as shown:

Resins & Plasticizers	20%
Pigments	30%
Graded Glass Beads	18%

PHYSICAL REQUIREMENTS

- 3.1 Tensile Strength - The film shall have a minimum tensile strength of 40 pounds per square inch of cross section when tested according to ASTM D 638. A sample 6" x 1" shall be tested at a temperature between 70° F and 80° F using a jaw speed of 0.25 inches per minute. The film shall have a minimum elongation of 15% at break.
- 3.2 Abrasion Resistance - The plastic marker shall have a maximum loss in weight of 0.25 grams in 1000 revolutions when abraded according to Federal Test Method Standard No. 141a (Method 6192), using CS-10 calibrade wheels with a 500 gram load on each wheel.
- 3.3 Plastic Pull Test - A test specimen made the same size as in paragraph 3.1 shall support a dead weight of four pounds for not less than five minutes at a temperature between 70° and 80° F.

- 3.4 Glass Beads - The glass beads shall be colorless, clean and transparent, free from milkiness. The beads shall have an index of refraction of 1.50 to 1.60 when tested using the liquid oil immersion method.
- 3.5 Glass Bead Retention - When tested with a 2" x 6" sample bent over a 1/2" diameter mandrel with the 2" dimension perpendicular to the mandrel axis, microscopic examination of the area on the mandrel shall show no more than 10% of the beads are entrapped in the binder less than 40% of the surface of the bead.

CONSTRUCTION

- 4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or laneline shall be offset four inches from a longitudinal joint.
- 4.2 Surface Preparation - The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.
- 4.3 Existing Pavement Markings - The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct.

Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.
- 4.4 Application for Overlaying Markings on Surfaces - The pavement surface shall be primed with a binder material of either Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 manufactured by 3M Corporation, Perma-Seal and Sealcrete manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the plastic material. This material shall be furnished and installed as part of the bid price for the plastic material.

If a light hand roller is not available, run a pickup truck or automobile tire over the material at a speed of 10 mph. Do not reverse directions or turn the wheel or roller while on the plastic.

The minimum pavement temperature is 65° F or above.
- 4.5 Application Inlay for New Asphaltic Surfaces - The tape is applied while the pavement is still warm and is pressed into the surface with conventional pavement roller. The plastic material and adhesives used in such applications shall be of the type that water used on roller to prevent asphalt pick up shall not be harmful to the successful application of the plastic. The minimum pavement temperature is 120° F.

5.1. Reflectorized Plastic Pavement Marking material in quantities less than the following amounts may be accepted by Type "C" Certification.

1. 1500 lineal feet of 4" material
2. 1000 lineal feet of 5" material
3. 1000 lineal feet of 6" material
4. 300 lineal feet of 24" material
5. 20 each - pavement marking arrows
6. 40 each - pavement marking letters

Quantities in excess of the above shall require Type "B" Certification.

5.2 Each package shall be clearly and adequately marked to indicate the color of the material, specific symbol or work message, the process batch number or other similar manufacturer's identification, the manufacturer's name, address of the plant and the date of manufacture.

ADDITIONAL SPECIAL PROVISIONS FOR 90 MIL
PREFORMED PLASTIC MARKING MATERIAL

SCOPE

- 1.1 The reflectorized plastic pavement marking material shall consist of a homogenous, preformed, thermoplastic material of thickness, as specified elsewhere herein, and specified width, which shall contain reflective glass spheres uniformly distributed throughout the entire cross section and shall be capable of being affixed to bituminous or cement concrete pavements by means of a precoated adhesive and pressure as herein specified.

MATERIAL CHARACTERISTICS

- 2.1 White thermoplastic material shall be pure white free from dirt or tint. The color of the white thermoplastic shall be defined as follows: As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

<u>Scale</u>	<u>Definition</u>	<u>Magnesium Oxide Standardized</u>	<u>Sample</u>
R _d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

- 2.2 The yellow thermoplastic material shall be initially yellow equal to standard color chips using Federal test method standard 141 method 4252.
- 2.3 Plastic shall be supplied complete with a precoated adhesive and easily removable backing shall protect the adhesive in storage and facilitate rapid application.
- 2.4 The plastic marker shall mold itself to pavement contours, breaks, faults, etc., merely by traffic action at normal pavement temperatures. The plastic marker shall have resealing characteristics such that it will fuse with itself and with previously applied markings of the same composition under normal conditions of use.
- 2.5 The adhesive shall allow the preform plastic material to be repositioned on the pavement surface to which it is applied before permanently fixing it in its final position with a downward pressure.
- 2.6 The reflectorized plastic marker material shall consist of:

	<u>(Comparison by Total Weight)</u>	
	<u>Maximum</u>	<u>Minimum</u>
Plastics & Pasticizers	46%	40%
Pigments	42%	38%
Graded Glass Spheres	20%	14%

Pigments shall include titanium dioxide for white plastic and medium chrome yellow for yellow plastic. This titanium dioxide shall be at least 20% of the total pigment in white plastic. The yellow plastic shall have a minimum of 18% pigment as medium chrome yellow. The graded glass spheres shall be colorless, clean and transparent, free from milkiness. The spheres when tested by the liquid immersion method at 25 C., shall show an index of refraction within the range of 1.50 to 1.60. A minimum of 85% of the glass spheres shall be retained on a 140 mesh U.S. Standard Screen, and a minimum of 95% of the glass spheres shall pass the No. 40 U.S. Standard Screen when tested in accordance with ASTM Method of Test D-1214, "Method of Test for Sieve Analysis of Glass Spheres".

PHYSICAL REQUIREMENTS

- 3.1 Strength: The plastic shall require between 10-25 lbs to break. The elongation shall be no greater than 50% at break. The specimens for this test shall be Type I, prepared in accordance to the methods described in ASTM Designation D-638. One inch squares of carborundum extra coarse emery cloth or its equivalent, may be applied at each end of the test specimens to prevent the plastic adhesive from adhering to the test equipment. The break resistance shall be based on an average of at least three samples, and the rate of pull of the test shall be 0.25 of an inch per minute. This test shall be conducted at a temperature of 70° - 80° F.
- 3.2 Abrasion Resistance: The plastic marker shall have a maximum loss in weight of 0.25 grams in 1000 revolutions when abraded according to Federal Test Method Standard No. 141a (Method 6192), using CS-10 calibrate wheels with a 500 gram load on each wheel.
- 3.3 Bend Test: The plastic shall be of such a structure that at a temperature of 80°, a piece 3" x 6" (with paper backing) placed upon a 1" diameter mandrel, may be bent over the mandrel until the end faces area parallel and 1" apart. There shall be no fracture lines apparent in the uppermost surface by visual inspection.
- 3.4 Lateral Shock Load Test: A 3" x 6" plastic panel shall be applied to a 3" x 6" piece of carborundum extra coarse emery cloth, or its equivalent, so that 3" x 3" overlap occurs. The application shall be such that a pressure of 50 p.s.i. is placed on the panel for 30 seconds. The overlap ends shall be clamped and with one end in a fixed position, a sudden load of 50 lbs. shall be applied vertically to the other end. Upon immediate load release and examination, there shall be no noticeable slipping or fracture of the adhesive coating. This test shall be conducted at 70° - 80° F.
- 3.5 Adhesive Stability Test: The pre-coated adhesive backing shall be pressure sensitive and shall remain stable with controlled degree of flexibility and flow. The same specimen as described in the "Lateral Shock Load Test" shall withstand a static load of 4 lbs., for a period of 30 minutes, similar to the description of the testing in ASTM Designation D-816, Method "B". The slippage between the plastic panel and the emery cloth shall not exceed 1". This test shall be conducted at 70° - 80° F.

- 3.6 Adhesive Shear Strength: Specimens shall be tested according to the method described in ASTM Designation D-638 as modified to test the adhesive shear strength. The samples shall be prepared as follows: Plastic samples cut to dimensions of 1" x 6" shall have applied to the adhesive face a 1" x 3" piece of carborundum extra coarse emery cloth, or its equivalent, so that there is a 1 sq. in. overlap at one end of the plastic specimens. A pressure of 50 p.s.i. shall be applied over this area for a period of 30 seconds. Load is applied by gripping each end of the test piece in a suitable tensile test machine such as a Dillon or Scott Tester. The average of the load required to break the adhesive bond shall not be less than 10 lbs. The speed of testing shall be conducted at a temperature of 70° - 80° F.

CONSTRUCTION

- 4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or laneline shall be offset four inches from a longitudinal joint.
- 4.2 Surface Preparation: The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.
- 4.3 Existing Pavement Markings: The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct. Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.
- 4.4 As supplied, the plastic without precoated adhesive shall not be less than 0.090" in thickness. The edge shall be clear cut and true.
- 4.5 Application for Overlaying Markings on Surfaces: The pavement surface shall be primed with a binder material of either Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 as manufactured by 3M Corporation, Perma-Seal and Sealcrete as manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the thermoplastic material. This material shall be furnished and installed as a part of the bid price for the thermoplastic material.
- Plastic materials shall be applied on clean, dry pavement surfaces, free of dirt and foreign matter, simply by removing the release paper and placing the plastic in place. The pavement temperature shall be 60° F or over. If a light hand roller is not available, run a pickup truck or automobile tire over the material at a speed of 10 mph. Do not reverse directions or turn the wheel or roller while on the plastic.

- 4.6 Application Inlay for New Asphaltic Surfaces: The plastic shall be capable of being applied to new asphaltic pavement immediately prior to the final rolling of new surface and of being rolled into place with conventional pavement and highway rollers. The plastic material and adhesives used in such application shall be of the type that water used on roller to prevent asphalt pickup shall not be harmful to the successful application of the plastic. The pavement temperature shall be at least 120° F.

CERTIFICATION AND PACKAGING

- 5.1 Reflectorized Plastic Pavement Marking material in quantities less than the following amounts may be accepted by Type "C" Certification

1. 1500 lineal feet of 4" material
2. 1000 lineal feet of 5" material
3. 1000 lineal feet of 6" material
4. 300 lineal feet of 24" material
5. 20 each - pavement marking arrows
6. 40 each - pavement marking letters

Quantities in excess of the above shall require Type "B" Certification.

- 5.2 Each package shall be clearly and adequately marked to indicate the color of the material, specific symbol or work message, the process batch number or other similar manufacturer's identification, the manufacturer's name, address of the plant and the date of manufacture.

QUANTITY DESCRIPTION

PRICE/EXTENSION

6500 FT.	6" WHITE REFLECTORIZED PRESSURE SENSITIVE COLD PLASTIC STRIPING MATERIAL 60 OR 90 MIL. "STAMARK" Brand 5730	1.08 / 7020.00
4550 FT.	6" YELLOW REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL. "STAMARK" Brand 5731	1.08 / 4914.00
3000 FT.	4" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL. "STAMARK" Brand 5730	.72 / 2160.00
700 FT.	24" WHITE REFLECTORIZED PRESSURE SENSITIVE PLASTIC STRIPING MATERIAL. "STAMARK" Brand 5730	4.32 / 3024.00
2 EA	LEFT ARROWS "STAMARK" Brand SMS-902LM	77.38 / 154.76
2 EA	WORD LEGENDS "ONLY" "STAMARK" Brand SMS-904M	156.80 / 313.60
TOTAL: \$		17,586.36

NOTE: THIS MATERIAL IS TO BE APPLIED ON NEW ASPHALT SO IT IS ASSUMED NO PRIMER IS REQUIRED.

THE QUANTITIES LISTED ABOVE ARE MINIMUM AMOUNTS TO BE ORDERED DURING THE CONTRACT PERIOD. ADDITIONAL QUANTITIES MAY BE ORDERED DURING THE TERM OF THE AGREEMENT.

THE TERM OF THE AGREEMENT SHALL BE FOR ONE YEAR FROM THE DATE OF CITY COUNCIL APPROVAL. BY MUTUAL AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND THE VENDOR, THE CONTRACT PERIOD MAY BE EXTENDED FOR AN ADDITIONAL PERIOD NOT TO EXCEED ONE (1) YEAR. HOWEVER, THE AGREEMENT TO EXTEND MUST BE COMPLETED IN WRITING NOT LESS THAN FIFTEEN (15) DAYS PRIOR TO THE EXPIRATION DATE. THE CONTRACT MAY ONLY BE EXTENDED UNDER THE SAME CONDITIONS AND AT THE SAME PRICES GOVERNING THE ORIGINAL CONTRACT.

IF AWARDED AN ORDER AS A RESULT OF OUR BID, PLEASE SEND TO: 3M COMPANY, 3M CENTER, ST PAUL, MINN. 55144 ATTN: TRAFFIC CONTROL MATERIALS DIVISION, BLDG. 223-3N. SEND BID INVITATIONS TO: ABOVE ADDRESS, ATTN: V. J. VOVES

BID ACCEPTANCE PERIOD 60 DAYS FROM OPENING DATE

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning 's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

(a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;

(b) One member shall be a member of the Common Council of the City of Fort Wayne;

(c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;

(d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and

(e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

(a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1206
BID DATE:

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits percent (%), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

Name of FirmType of Work

- 1.
- 2.
- 3.
- 4.

Submitted on: See enclosed EEO-1 report, 1984

By 3M COMPANY
(Company Name)

V. J. Voves V. J. Voves-Admin. of Gov't Bids &
(Name & Title of Person Authorized to sign) Contracts

Business Address:

3M Center, Bldg 223-3NSt. Paul, MN 55144-1000

Phone Number:

(612) 733-0477

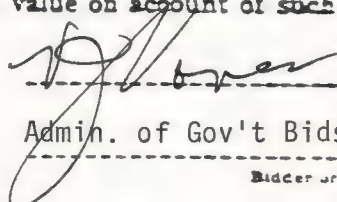
Page _____ of _____

Reference No. 1206NON-COLLUSION AFFIDAVIT

MINNESOTA
 STATE OF ~~INDIANA~~
 Ramsey COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

 V. J. Voves
 Admin. of Gov't Bids & Contracts
 Bidder or Agent

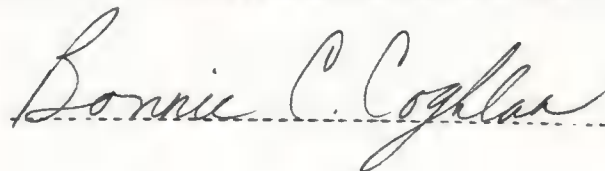
For 3M COMPANY

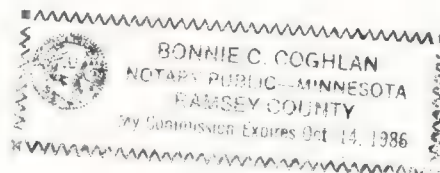
Firm or Corporation

Subscribed and sworn to before me this 3rd day of July, 1985

My Commission Expires

10-14-86





Ev

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT EEO-1

Joint Reporting
Committee

EXPIRES 03/31/85

FSN=12505200

U=1542253

S=3

SIC=264

2 OF 102

CO=1542253

27

E.I.=4104177752

123

FSN=90107396

MC=000000

RETURN COMPLETED REPORT

- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs

THREE-M COMPANY
3M CENTER
ST PAUL

MN

55144

THE JOINT REPORTING COMMITTEE

P.O. BOX 1400

ARLINGTON, VA

22210

PHONE: (703) 541-9620

1984 USE THIS FORM FOR YOUR HEADQUARTERS REPORT.

Section A - TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) ☐ Single-establishment Employer Report

Multi-establishment Employer:

(2) ☐ Consolidated Report

(3) ☒ Headquarters Unit Report

(4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees)

(5) ☐ Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only)

Section B - COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

OFFICE
USE
ONLY

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

3M

Name of receiving office

Address (Number and street)

HUMAN RELATIONS DEPARTMENT

3M Center

City or town

County

State

ZIP code

ST. PAUL

RAMSEY

MINNESOTA

55144

b. Employer Identification No.

4610417775

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

Address (Number and street)

City or town

County

State

ZIP code

b. Employer Identification No.

(If same as label, skip.)

3. Parent company affiliation

(Multi-establishment Employers
Answer on Consolidated Report only)

a. Name of parent-affiliated company

b. Employer Identification No.

Address (Number and street)

City or town

County

State

ZIP code

Section C - EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

☐ Yes ☐ No

1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

☒ Yes ☐ No

2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

☒ Yes ☐ No

3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.6, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

NOTE: If the answer is yes to ANY of these questions, complete the entire form, otherwise skip to Section G.

THE RESPONSE TO QUESTION 3 IS YES, PLEASE ENTER YOUR DUN AND BRADBURY IDENTIFICATION NUMBER (IF YOU HAVE ONE): 0 0 - 6 1 7 - 3 0 8 2

4. DOES THE COMPANY RECEIVE FINANCIAL ASSISTANCE FROM THE SMALL BUSINESS ADMINISTRATION (SBA)?

Employment at this establishment—Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

JOB CATEGORIES	NUMBER OF EMPLOYEES										
	OVERALL TOTALS (SUM OF COL. B THRU K)	MALE					FEMALE				
		WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
	A	B	C	D	E	F	G	H	I	J	K
Officials and Managers	4314	3845	30	23	43	18	312	1	34	5	3
Professionals	6302	4833	74	47	146	17	1066	18	63	36	2
Technicians	1395	852	40	21	16	8	404	14	28	10	2
Sales Workers	3893	3245	133	0	25	10	390	15	72	3	0
Office and Clerical	3058	236	3	6	2	1	2690	41	43	25	11
Craft Workers (Skilled)	578	555	3	7	2	1	3	0	7	0	0
Operatives (Semi-Skilled)	904	755	26	16	1	3	82	4	17	0	0
Laborers (Unskilled)	124	74	0	2	0	1	41	2	4	0	0
Service Workers	585	316	19	8	1	0	233	0	8	0	0
TOTAL	21,153	14711	328	130	236	59	5,221	95	276	79	19
Total employment reported in previous EEO-1 report	20,185	14437	315	190	220	60	4715	84	75	71	18

(The trainees below should also be included in the figures for the appropriate occupational categories above)

Formal On-the-job trainees	White collar										
	Production										

1. NOTE: On consolidated report, skip questions 2-5 and Section E
2. How was information as to race or ethnic group in Section D obtained?

1 ☒ Visual Survey

3 ☐ Other—Specify

2 ☐ Employment Record

3. Dates of payroll period used -

3/31/84

4. Pay period of last report submitted for this establishment

3/31/83

5. Does this establishment employ apprentices?

This year? 1 ☐ Yes 2 ☒ No

Last year? 1 ☐ Yes 2 ☒ No

Section E - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? 1 <input checked="" type="checkbox"/> Yes 2 <input type="checkbox"/> No 3. <input type="checkbox"/> Did not report last year.	2. Is the major business activity at this establishment the same as that reported last year? 1 <input checked="" type="checkbox"/> Yes 2 <input type="checkbox"/> No 3. <input type="checkbox"/> No report last year 4. <input type="checkbox"/> Reported on combined basis.	OFFICE USE ONLY
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)		

MANUFACTURE AND DISTRIBUTION OF TAPE & COATED ABRASIVES AND ALLIED PRODUCTS

Section F - REMARKS

Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units and other pertinent information.

Section G - CERTIFICATION (See Instructions G)

- Check one
1 ☒ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2 ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official S. M. Bryant	Title Director Human Relations	Signature <i>S. M. Bryant</i>	Date 6/05/84
Name of person to contact regarding this report (Type or print) S. M. BRYANT	Address (Number and street) 3M Center	City and State ST. PAUL, MN.	ZIP code 55144
Title DIRECTOR HUMAN RELATIONS	Telephone Area Code 612-733	Number -1248	Extension

Stamark Brand

Pavement Tape

Pliant Polymer Grade Series 5730, 6330
Bisymmetric 1.75 Grade Series 5750, 6370

Prices effective October 1, 1984

Standard Rolls — Net Prices Per Roll

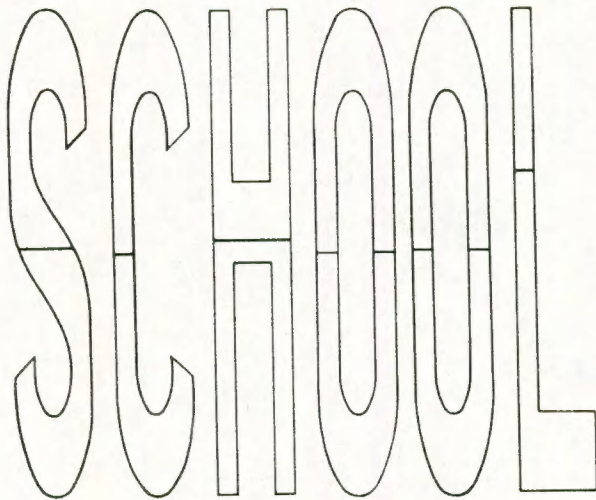
	Bulk Rolls Per Case	Std. Pkg. Rolls Per Case	Retro Reflective White 5730 Yellow 5731	Retro Reflective (with Liner) White 6330 Yellow 6331
60 Mil				
4" x 30 Yds. (100mm x 27m)	12	3	\$ 64.80	\$ 64.80
6" x 30 Yds. (150mm x 27m)	8	2	97.20	NA
8" x 30 Yds. (200mm x 27m)	8	1	129.60	NA
12" x 30 Yds. (300mm x 27m)	4	1	194.40	194.40
16" x 30 Yds. (400mm x 27m)	NA	1	259.20	259.20
24" x 30 Yds. (600mm x 27m)	NA	1	388.80	388.80
4" x 120 Yds. (100mm x 110m)	4	1	259.20*	NA
6" x 120 Yds. (150mm x 110m)	4	1	388.80*	NA

- *1. If 120 yd. rolls are to be applied using the "Scotchliner" Brand Mechanical Highway Tape Applicator (HTA-IV), contact St. Paul for quotation.
2. Unless standard packaging is specified, all 60 mil material will be supplied in "bulk packaging" when order quantity is sufficient to warrant such packaging.

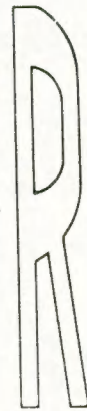
Standard Rolls — List Prices Per Roll

	Bulk Pkg. Rolls Per Case	Std. Pkg. Rolls Per Case	Retro Reflective White 5750 Yellow 5751	Retro Reflective (with Liner) White 6370 Yellow 6371
4" x 50 Yds. (100mm x 46m)	36	3	\$ 84.60	\$ 94.10
6" x 50 Yds. (150mm x 46m)	24	2	126.90	NA
8" x 50 Yds. (200mm x 46m)	12	1	169.20	NA
12" x 50 Yds. (300mm x 46m)	12	1	253.80	282.30
16" x 50 Yds. (400mm x 46m)	NA	1	338.40	376.40
24" x 50 Yds. (600mm x 46m)	NA	1	507.60	564.60
4" x 300 Yds. (100mm x 274m)	4	1	507.60*	NA
6" x 300 Yds. (150mm x 274m)	4	1	761.40*	NA

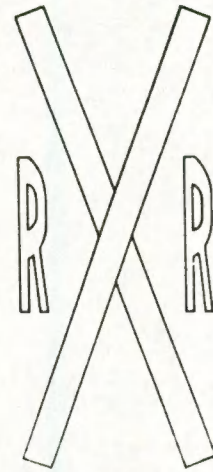
- *1. If 300 yd. rolls are to be applied using the "Scotchliner" Brand Mechanical Highway Tape Applicator (HTA-IV), contact St. Paul for quotation.
2. Unless standard packaging is specified, all material will be supplied in "bulk packaging" when order quantity is sufficient to warrant such packaging.



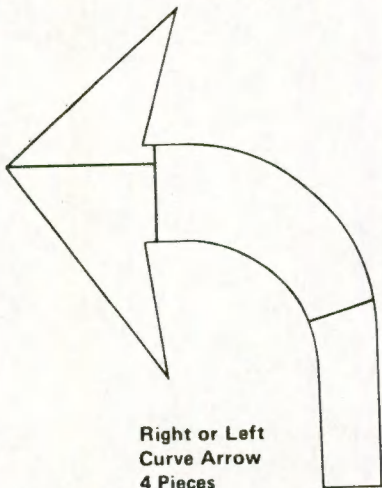
"SCHOOL" Legend
12 Pieces



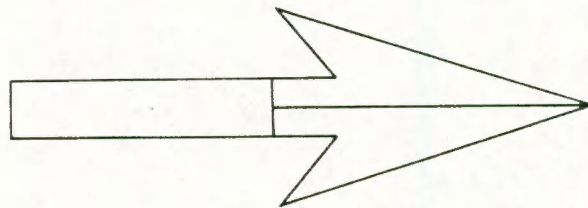
Letter "R"
72" x 11½" for
Railroad Crossing
1 Piece



Railroad Crossing Kit
2 "R"'s and one
16" x 42' Roll
3 Pieces



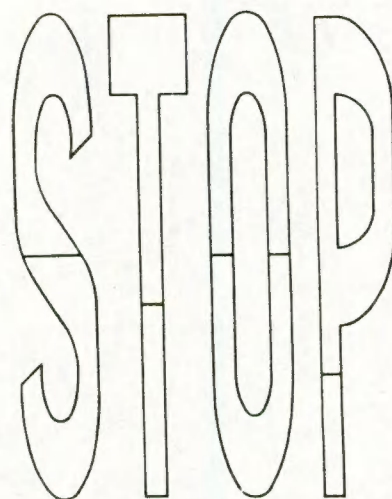
**Right or Left
Curve Arrow**
4 Pieces



Straight Arrow
3 Pieces



"ONLY" Legend
9 Pieces



"STOP" Legend
8 Pieces

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

J-85-07-16

SYNOPSIS OF ORDINANCE: An ordinance approving the awarding of a bid with respect to the purchase of pavement striping material for the Street Engineering Department per the specifications in Bid Reference #1206.

EFFECT OF PASSAGE: The purchase of the pavement marking materials would assure the proper marking of streets as required by Indiana State Traffic regulations. The three streets involved are Berry Street, Calhoun Street and Harrison Street.

EFFECT OF NON-PASSAGE: Inadequate marking of these streets would lead to motorist confusion resulting in traffic delay, congestion and a potential for traffic accidents.

MONEY INVOLVED (Direct costs, Expenditures, Savings):
3M Company - \$17,586.36

ASSIGNED TO COMMITTEE (President):

BILL NO. S-85-07-16

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Civil City

Purchase Order Number #A-40692 with 3M Company, for the Street Engineering
Department of the City of Fort Wayne, Indiana



HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~) DO PASS DO NOT PASS WITHDRAWN
YES NO

BEN A. EISBART
CHAIRMAN

JANET G. BRADBURY
VICE CHAIRWOMAN

SAMUEL J. TALARICO

THOMAS C. HENRY

JAMES S. STIER

CONCURRED IN 8-13-85

SANDRA E. KENNEDY
CITY CLERK